

**ENTERED**

December 18, 2017

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

KEVIN TERNA, ANDREA TERNA,

Plaintiffs,

VS.

WELLS FARGO BANK, N.A.,

Defendant.

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CIVIL ACTION NO. 4:16-CV-3461

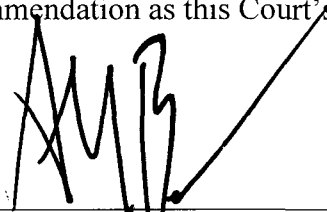
**ORDER**

Before the Court is the Magistrate Court's Memorandum and Recommendation filed November 20, 2016 (Doc. #18), and Plaintiffs' Objections to said Memorandum and Recommendation (Doc. #19). The Magistrate Court's findings and conclusions are reviewed de novo. Fed. R. Civ. P. 72(b); 28 U.S.C. § 636(b)(1)(C); *United States v. Wilson*, 864 F.2d 1219 (5th Cir. 1989). Though Plaintiffs attempt to frame their alleged verbal agreement with Defendant as a stand-alone agreement (or a promise to sign an already existing written agreement), it is clear from the allegations within the complaint and the legal briefing that followed that the actual alleged promise is one that is barred by Texas' Statute of Frauds. The Magistrate Court's Memorandum and Recommendation appropriately addresses and disposes of all the arguments made in Plaintiffs' Objections to the Memorandum and Recommendation. As such, this Court adopts the Memorandum and Recommendation as this Court's Order.

It is so ORDERED.

**DEC 18 2017**

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Date

  
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The Honorable Alfred H. Bennett  
United States District Judge